RAJASTHAN RAJYA Vidyut Prasaran Nigam Ltd.  
(An ISO 9001:2008 Certified Company)  
OFFICE OF THE SUPERINTENDING ENGINEER (T&C), HINDAUN.  
E-Mail: - se.tnc.hindaun@rvpn.co.in Website: www.rvpn.co.in  
NO./ RVPN/S.E./T&C/HND/F-Hiring of Vehicle / D- 2034 Dd. 30/01/18  
NOTICE FOR INVITING BID FOR HIRING OF VEHICLE (BOLERO-DIESEL VARIANT) 
NIB NO.- 20/2017-18  

Sealed bids are invited from competent and experienced contractors/firms/vehicle owners/transporter for hiring of vehicle (Bolero-diesel variant) for office of the Assistant Engineer (T&C) RVPN, Hindaun as per details given below:-

<table>
<thead>
<tr>
<th>NIB NO.</th>
<th>20/2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORK DESCRIPTION</td>
<td>HIRING OF VEHICLE (Bolero-DIESEL VARIANT) with driver and without POL for A PERIOD OF W.E.F. 01.04.2018 TO 31.03.2019 (365 Day)</td>
</tr>
<tr>
<td>START DATE OF DOWNLOADING/Sale of TENDER</td>
<td>07.03.2018 (10:00 HRS)</td>
</tr>
<tr>
<td>LAST DATE AND TIME FOR BID SUBMISSION</td>
<td>21.03.2018, Up to 15:00 Hrs.</td>
</tr>
<tr>
<td>DATE AND TIME OF OPENING OF BID</td>
<td>21.03.2018, 15:30 Hrs.</td>
</tr>
<tr>
<td>ESTIMATE COST</td>
<td>RS. 2,95,000=00</td>
</tr>
<tr>
<td>BID SECURITY TO BE DEPOSITED</td>
<td>RS. 5900=00</td>
</tr>
<tr>
<td>COST SPECIFICATION</td>
<td>1180(1000+180 GST @18% of 1000)</td>
</tr>
<tr>
<td>VALIDITY</td>
<td>70 DAYS FROM THE DATE OF OPENING OF BID</td>
</tr>
</tbody>
</table>

**GENERAL INSTRUCTIONS REGARDING BID:**

1. The bidder, in their own interest is requested to read very carefully the bid documents before submitting the bid. The bidder can download bid documents from the website rvpn.co.in/energy.rajasthan.gov.in & SPPP Rajasthan portal.
2. The bid should be addressed to the superintending Engineer (T&C) Rajaya Vidyut Prasaran Nigam Limited, Hindaun.
3. The bid shall be submitted in closed/sealed envelope duly super scribed “BID FOR HIRING VEHICLE,BN-20/2017-18”
4. All additions and or alteration in the bid must be clearly initialed by the bidder.
5. Bids received late, from the date & time indicated above, due to any reason or incomplete bids shall not be accepted for consideration.
6. All the documents required as per specification like vehicle papers, driver papers, service tax registration no. paper etc. along with specification & G-Schedule shall be submitted by the bidder duly filled up in all respect with seal & signature on each page.
7. The bid is being invited by the superintending engineer (T&C) Rajasthan Rajya Vidyut Prasaran Nigam Ltd, Hindaun, having office at 400 KV GSS Premises RVPN, Vill-Gudapol Post:- Lahora, Teh.-Hindaun, Distt:- Karauli (Rajasthan) and bid is to be sent on aforementioned address through registered post or handed over personally.
8. Bid will be accepted upto 15:00 Hrs of dated 21.03.2018 & will be opened on the same day i.e. on dt. 21.03.2018 at 15:30 Hrs in the presence of bidders or their representative, who wish to be present at Superintending Engineer (T&C) RVPN, Hindaun.

Superintending Engineer (T&C)
RVPN, Hindaun

[Signature]
1. TERMS & CONDITIONS:

1.1 Bolero with taxi permit (essentially if Rajasthan State) is to be provided with Driver without POL.

1.2 Minimum average required is 12 KM/liter in case of Bolero.

1.3 The POL will be provided by the department as per average of 12 Km/Liter in case of bolero. If the average is found less than 12 Km/Liter (bolero) then the difference of the cost of Diesel/Petrol will be recovered from the bills of the vehicle provider.

1.4 One liter engine oil will be provided by the department for every 1000 Kms running of the vehicle (Bolero).

1.5 Working hours of the vehicle will be 24 hours as per requirement.

1.6 The vehicle provided by the contractor will be maintained by him in good & perfect conditions.

1.7 Bid Security :- In order to security/assume the fulfillment of the contractor should have deposit Rs.5900=00 (2% of the estimated amount in cash to the Account Officer(T&C) RVPN, Hindaul. The Bid security shall be refunded after 2 month of the successful completion of the contract to the entire satisfaction of the Nigam.

1.8 No interest shall be payable on security deposits. Bank charges or any other charges, if any shall be on the account of the Bidder.

1.9 The rate shall be inclusive of all taxes except GST.

1.10 The toll tax if any during ply of the vehicle as per instruction of the charge of the vehicle, will be paid by the department.

1.11 In the event of any breach of any provision of the code of integrity, any terms & condition or delay or default the contract will be terminated and security deposit and other financial holds will be forfeited by the Nigam no interest shall be paid on such deposits.

1.12 All expenditure on repair, maintenance, taxes, permit, insurance and driver will be borne by the contractor.

2. SPECIFICATION OF VEHICLE:

2.1. The vehicle should have valid certificate of pollution under control

2.2 The vehicle should have "valid insurance coverage" and up to date road tax paid Documents.

2.3 The Milometer of the vehicle must be accurate & in working conditions at all times.

2.4 Photo state copy of registration certificate, taxi permit, fitness certificate, insurance, road tax, pollution under control etc, for vehicle provided shall be submitted with the offered rates/quotations.

2.5 The vehicle must play on all those road/cart tracks, which are considered suitable by the in charge of the vehicle and his decision in this regard shall be final & binding.
2.6 All the document of the vehicle must be renewed time to time before its expiry of validity, during the contract period.

2.7 The vehicle should not be more than 5 year old.

3. DRIVER:-

3.1 Bidder has to provided driver with said vehicle at his cost

3.2 Driver must have valid driving license (commercial) for the entire period of the contract and the photo copy and original for verification shall be submitted at the time agreement.

3.3 Full particular of the driver are to be given by you at the time of agreement.

3.4 Driver should be well dressed & well behaved any misbehavior by the driver shall be considered unsatisfactory service.

3.5 Driver must not smoke or drink liquor while on duty and must not be under intoxication while on duty.

3.6 Driver shall have sufficient money with him so that he can meet the expenditure on any incidental repair/maintenance etc. during working hours, when the vehicle is on duty. The Nigam under no circumstance will incur any expenditure on these items.

3.7 A log book for each vehicle will be maintained by the driver in the format decided by the vehicle in charge for recording daily opening & closing kilometer reading of each journey performance and get signature of the user of the vehicle

4. WORKING HOURS:-

4.1 The working hours for hired vehicle would be 24 hours per day requirement of the in charge of vehicle and will mentioned in the tender.

5. CONTRACT PERIOD:-

5.1 The Contract shall be for a period as mentioned in the bid (w.e.f. 01.04.18 to 31.03.19=365 days) and can be extended on monthly basis subject to satisfactory working performance as RVPN instruction/Guidline.

6. TERMS OF PAYMENT:- Payment for the work will be made on submission of bills in accordance with the procedure as detailed below:-

6.1 Payment equal to 100%(In case contractor furnishes performance security deposit @5% of ordered amount) or 95% (In case contractor furnishes an undertaking for deduction of performance security amount from his each running and final bill @5% of the amount of the bill) of the total value of the works will be paid against monthly running account bills to be submitted to the in-charge of the work.
6.2 Deduction, in respect of deficiencies etc. will be made by the In-charge of work while verifying the bills & simultaneously be covered to firm.

6.3 Payment of running bills shall be made by Accounts Officer(T&C) RVPN, Hindaun on submission of bills through RTGS/NEFT and while making payment the all statutory will deducted as applicable law.

6.4 90% payment will be made by the concerned Account Officer through RTGS after submission of bill and completing contractual formalities of RTGS. The balance 10% payment will be released after two month of the satisfactory complication of the contract period.

6.5 While making payment the Account Officer will deduct all the statutory deduction as applicable from time to time.

7. ACCIDENT:- Any compensation payable for damages caused due to accident by contractor's vehicle/driver to any party/property/vehicle/driver shall be borne by the contractor. Department will not be responsible for any kind of compensation for the accident of vehicle/driver.

8. EPF/CPF SCHEME:-

8.1 The contractor will have to furnish the information in Performa “C” every month or with every bill in respect of the employees engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, the Accounts Officer will deduct the amount from the each bill of the contractor at the rates applicable at the time of payment as per CPF rules/Act. The contractor/employee till furnishing the information in the above mentioned Perforama along with nomination from within stipulated period failing which the amount so deducted shall be deposited with regional P.F. Commissioner within stipulated period as per CPF rules/Act. The contractor has to pay the minimum wages to the driver as per Govt. of Rajasthan rules.

8.2 In case the owner of the vehicle himself drives the vehicle then all bindings as mentioned for driver will be applicable to him also.

9. PENALTY:-

9.1 In case the vehicle is not provided on a day prorate deduction from the monthly charges bill will be deducted (i.e. fixed daily charges).

9.2 Vehicle will have to be provided by contractor as per requirement of controlling officer/in charge of the vehicle an absence of the vehicle is not permissible, so substitute road worthy vehicle with complete documents will have to be provided by contractor.

9.3 In Case substitute vehicle as required vide Para 9.2 is not provided by contractor, a penalty equal to fixed daily charges per vehicle will be imposed by the Nigam in addition to payment term at clause 9.1.
9.4 However, in any if the vehicle is not provided continuously for seven days, it
will be considered as unsatisfactory performance for which security deposit
and other financial holds of the contractor shall be forfeited and contract shall
be terminated.

9.5 Penalties imposed vide Para 9.3 shall be recovered from the monthly bills or
Security deposit.

10. RISK & COST:-

10.1 In case of poor performance or failure to carry out this contract as per terms
and conditions of the agreement or not providing the vehicle, concerned
controlling officer of the vehicle will have the right to hire vehicle from the
open market at the risk & cost of the contractor, in addition to imposition of
penalties as per penalty clause vide Para 9.1 to 9.5 above. The risk and cost
amount will be recovered from the security deposit and other financial holds of
the contractor.

11. PARKING:-

11.1 The hired vehicle may be parked in the premises of RRVPN, if space is
available. However in this case, the safety & security of the vehicle shall not be
the responsibility of the RRVPN and it will be the risk of the contractor.

11.2 For parking of the vehicle at contractor place/garage, kilometer runes to &
from contractor’s place/garage to the RRVPN office will not be counted for
payment.

12. Decision of the charge of the vehicle regarding the meaning and effect of the
terms & conditions shall be final and binding on contractor.

13. In case of any violation of terms & conditions of contract or unsatisfactory
service performance, the vehicle in charge reserves the right to terminate the
contract by giving 15 days Notices to the contractor.

14. ARBITRATION :-

14.1 In the event of any question, dispute of difference arising under the
agreement in connection therewith, except as to matter the decision of which
is specifically provided under the agreement. The same shall be referred to sole
arbitration of the Chief Engineer (T&C) RRVPN, Jaipur.

14.2 The agreement to appoint an arbitrator will be in accordance with the
arbitration and conciliation act 1996. There will be no objection to any such
appointment that the arbitration is Govt. Servant or that he has to deal with
the matter to which the agreement relates or that in the course of his duties as
Government Servant he has expressed views on all or any of the matter under
dispute. The award of the arbitrator shall be final and binding on the parties
in the event of such arbitrator to whom the matter is originally referred, being
transferred or vacating his office or being unable to act for any reasons
whatsoever may be the Chief Engineer (T&C) RRVPN, Jaipur or the said
officer shall appoint another person to act an arbitrator in accordance with the terms & conditions of the contract agreement and the person so appointed shall be entitled to proceed from the stage of which it was left out by his predecessors.

14.3 The arbitration may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.4 The venue of the arbitration proceeding shall be the office of concerned Superintending Engineer RRVPN LN or the Chief Engineer (T&C) RR VPN LN, Jaipur or such other places as the arbitrator may decide.

15. **FORCE MAJURE CONDITIONS:** If at any time during the period of contract, your performance in whole or part be prevented or delayed by the reasons of any war, hostility acts of public enemy, civil commotion sabotage, fire, floods, explosion, epidemics, Quarantine, Restriction, act of good herein after to as "Events" then provided notice or an adequate proof of the work having been suffered on account of these events is given within 21 days of the date of occurrence.

16. **CONTRACT AGREEMENT:** The Successful bidder shall sign the procurement contract on the non-judicial stamp paper @0.25% of ordered amount as per GOR stamp duty Act in the prescribed performa within 7 days.
# G-SCHEDULE (BN-20/2017-18)

**Sub:-** Hiring of Inspection Vehicle in the O/o the Assistant Engineer(T&C) RVPN, Hindaun.

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>Particular</th>
<th>No. of Days to Hire Vehicle</th>
<th>Rate per Vehicle per day</th>
<th>No. of Vehicle</th>
<th>Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hire of Inspection Vehicle (BOLERO) with driver without P.O.L., minimum average of vehicle should 12 K.M. per Ltr. for BOLERO. 01 Ltr. oil per 1000 K.M., P.O.L. will be provided by the RVPN as per terms &amp; conditions and specification enclosed</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>$6=3\times4\times5$</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>01.04.18 to 31.03.19 =365 Days</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**Note:-**

1. Salary of driver will be paid by the owner of vehicle.
2. Future liabilities of vehicle will be of the owner including all type of accidents.
3. The rates/price are firm inclusive of all taxes duties.
4. Repairing/Insurance charges of vehicle, contribution of CPF/EPF and other liabilities, with GST will be paid by the contractor as per applicable laws time to time on producing of documents, will be borne by the owner.
5. Taxi permit will be arranged by owner for the hiring period.

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![Signatures]

Superintending Engineer (T&C)
RVPN Hindaun

I hereby accept the terms & conditions

*Signature of contractor/Owner*
Annexure -A

Compliance with The Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) not indulge in any collusion, Bid rigging or anti – competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.
A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(i) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

a). have controlling partners/shareholders in common; or
b). receive or have received any direct or indirect subsidy from any of them; or
c). have the same legal representative for purposes of the Bid; or
d). have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
e). the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
f). the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
g). Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.

\[signature\]
Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.............................for Contract of........................................in response to their Notice Inviting Bids No..........................Dated..............................I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:                                      Signature of bidder

Place

Name:

Designation:

Address:

[Signatures]
Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is as nominated vide order No. RVPN/AAO/F&R/F.98/D.53 dated 30.06.2016.
1. First Appellate Authority: The Chief Engineer (T&C) RVPN, Jaipur.
2. Second Appellate Authority: WTD RVPN, Jaipur.

(1). Filing an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of procurement process;
(e) applicability of the provisions of confidentiality.
(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee of filing Appeal

(a) Fee of first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ........................................ of ........................................

Before the ...........................................(First/Second Appellate Authority)

(A). A Bidd

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal .................................................................
(Supported by an affidavit)

7. Prayer .................................................................

Place.................................................................

Date.................................................................

Appellant's Signature